

Grinnell

Teamsters #238 (Police)

7/1/2006 6/30/2008

GRINNELL / TEAMSTERS # 238 (POLICE)

06-08

AGREEMENT

BETWEEN

THE CITY OF GRINNELL, IOWA

and

CHAUFFEURS, TEAMSTERS AND HELPERS

LOCAL UNION NO. 238

POLICE UNIT

Effective July 1, 2006 to June 30, 2008

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PREAMBLE

The City of Grinnell, Iowa, herein after referred to as the "Employer", and the Chauffeurs, Teamsters and Helpers Local Union No. 238 of Cedar Rapids, Iowa, affiliated with the International Brotherhood of Teamsters, representing the bargaining unit of police officers certified by the Iowa Public Employment Relations Board hereinafter referred to as the "Union", agree as follows:

ARTICLE I

PURPOSE

Section 1. The purpose of the Employer and Union in entering into this agreement is to set forth their complete agreement with regard to wages, hours and terms and conditions of employment as specified in this agreement for employees in the bargaining unit so as to promote efficiency of law enforcement, moral and security of employees covered by this Agreement, and harmonious relations, giving recognition to legal rights and responsibilities of the City, Union, and employees.

ARTICLE 2

RECOGNITION

Section 2.1. Employer hereby recognizes the Union as exclusive collective bargaining agent for the following unit: regular, full-time police officers, detectives, and sergeants of the Grinnell, Iowa Police Department, but excluding Chief of

Police, Watch Sergeants, confidential and temporary employees, all other employees of the Employer and all employees excluded by Section 20.4 of the 2005 Code of Iowa, as amended.

Section 2.2. Union recognizes employee's responsibility to cooperate with City of Grinnell, Iowa, to ensure maximum service to the public.

Section 2.3. Employer shall not enter into any agreement with employees in the bargaining unit, individually or collectively, which in any way conflicts with terms and conditions of this Agreement.

Section 2.4. Union and Employer agree they will not interfere with, coerce, or intimidate any employee into joining or not joining the Union. Union and Employer recognize no employee is required to join the Union, but every employee has the right to choose of their own free will as to whether or not they will or will not join the Union. Union further agrees Union activities will not be carried on in Employer's police station or properties on Employer's time or in such a manner as to interfere with efficient operation of the Employer, except as provided for in this agreement.

Section 2.5. Employer has, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, exclusive power, duty, and right to direct work of its public employees; hire, promote, demote, transfer, assign and retain public employees in position with the Employer's operation; to suspend or discharge

public employees for proper cause; to maintain efficiency of governmental operations; to relieve public employees from duties because of lack of work or for other legitimate reasons; to determine and implement methods, means, assignments and personnel by which public employer's operations are to be conducted; to take such action as may be necessary to carry out mission of the public employer; to initiate, prepare, certify and administer its budget; to exercise all powers and duties granted to Employer by law; and to exercise its total rights as an Employer, except as expressly limited herein. The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, powers, authority and prerogatives that the Employer had prior to this Agreement are retained by and reserved to the Employer and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

ARTICLE 3

CHECK-OFF

Section 3.1. Employer agrees to deduct from the pay of employees, who are Union members covered by this Agreement, dues and initiation fees of the Local Union having jurisdiction over such employees and agrees to remit to Local Union all such deductions. Where laws require written authorization by the

employee, it is to be furnished in the form required.

Section 3.2. The Employer will recognize authorizations for deductions from wages, if in compliance with state law, to be transmitted to the Union. No deductions shall be authorized if they are in violation of state or federal law.

Section 3.3. The Union, its successors or assigns agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, damages or judgments brought or issued against the Employer as a result of any action taken by the Employer at the request of the Union or an employee or by reason of actions taken in reliance on individually authorized deduction forms furnished to the Employer by the Union or employee.

ARTICLE 4

JOB STEWARD

Section 4.1. Employer recognizes the right of the Union to designate a reasonable number of stewards and alternates from Employer's seniority lists to handle such Union business as may from time to time be delegated to the Job Stewards of the Union. The Union shall provide the Employer with a list of such stewards and any changes made. Stewards shall be permitted reasonable time to investigate, present and process grievances without loss of time or pay during their regular working hours.

ARTICLE 5

INSPECTION PRIVILEGES

Section 5.1. The business representative of the Union shall have access to the Employer's establishment during working hours for purposes of adjusting disputes, investigating working conditions, collection of dues, and ascertaining the Agreement is being adhered to; provided, however, there is no interruption of Employer's working schedule.

ARTICLE 6

BULLETIN BOARD

Section 6.1 The Union shall have the right to have one bulletin board not to exceed 3 feet by 4 feet on the Employer's premises to post relevant Union notices. The Union will also be responsible for maintaining bulletin board in an orderly and neat fashion. Steward of the department affected shall have the authority to remove from the bulletin board notices the Union may post.

ARTICLE 7

PROBATIONARY PERIOD

Section 7.1. All newly hired employees shall serve a continuous twelve (12) month probationary period. During the probationary period they shall not attain any seniority rights and shall be subject to dismissal for any reason with out recourse to any grievance procedure.

Section 7.2. Upon completion of the probationary period, employee shall be granted seniority rights as of their date of appointment or hire.

ARTICLE 8

EVALUATION

Section 8.1. Police officers will be evaluated on their skill, ability, experience, competence and performance. The evaluation shall not be subject to grievance procedures except as it involves promotion, demotion, suspension or termination. Consistent low evaluation could be a basis for disciplinary action to include termination.

ARTICLE 9

SENIORITY

Section 9.1. For the purpose of determining seniority rights of employees, seniority shall be computed beginning with date of appointment to or employment in any position for which they were certified or otherwise qualified and established as provided by Chapter 400 of the 2005 Code of Iowa, as amended, but shall not include any period of time exceeding sixty (60) days in anyone year during which they were absent from the service except for disability.

Section 9.2. In the event a Civil Service employee has more than one classification or grade, length of their seniority rights shall date in the respective classifications or grades

from and after the time they were appointed to or began their employment in each classification or grade. In the event an employee has been promoted from one classification or grade to another, their Civil Service seniority rights shall be continuous in any department, grade or classification they formerly held.

Section 9.3. An employee's seniority shall not be diminished by temporary lay-offs of sixty (60) days or less, if it is requested by Employer, if any lay-off continues beyond the sixty (60) day period, the balance of the lay-off over sixty (60) days shall not count towards seniority unless due to disability.

Section 9.4. Employer and Union recognize the provisions of this Article are governed by Section 400.12 of the 2005 Code of Iowa as amended.

ARTICLE 10

DISCHARGE AND SUSPENSION

Section 10.1. Any employee covered by this Agreement may be peremptorily suspended or discharged by the Employer for neglect of duty, disobedience of orders, misconduct or failure to properly perform their duties as set forth in Sections 400.18 and 400.19 of the 2005 Code of Iowa. All disciplinary matters relating to promotion, demotion, suspension and discharge shall be pursued exclusively under the Civil Service procedures established pursuant to Chapter 400, Iowa Code (2005).

ARTICLE 11

REDUCTION OF FORCE

Section 11.1. Employer, where reasonably possible, shall endeavor to give an employee to be laid off, notice of lay-off at least four (4) weeks in advance of the layoff date, or where a shorter notice is given, employee shall be entitled to their regular wages for a period of time computed as the difference between four (4) weeks (28 calendar days) and the period of actual notice. By way of example only, if an employee is given notice of lay-off three (3) weeks in advance, employee shall be entitled as of the date of their lay-off to wages for one (1) week, which is the difference between four (4) weeks (the required notice period) and three (3) weeks (the actual, but shorter period of advance notice).

ARTICLE 12

HEALTH AND SAFETY

Section 12.1. Employer agrees to fully comply with the Occupational Safety and Health Act, as amended, and any other federal or state law applicable to health and safety matters.

ARTICLE 13

JURY DUTY

Section 13.1. An employee called for jury duty will be excused from work on the days on which they serve. Any employee

required to report for jury duty on a scheduled working day, either selected to serve or not to serve on the jury, the hours towards jury duty or selection will count towards the employees regular scheduled shift. If an employee is released prior to the accumulative hours scheduled for their shift that day, upon release by the court, the employee will report back to work to finish out the difference in hours for the scheduled shift.

If an employee is scheduled to work 8 hours prior or after appearing for or on the jury duty, the employee will be released from the scheduled work shift at least 8 hours before the end or the beginning of their regular scheduled shift, or the hours needed by the employee to obtain sleep and relaxation to adequately perform on the jury duty or their regular scheduled shift. The hours worked on jury duty or during the selection process will count towards the employees regular scheduled shift in work hours. The difference in hours can be made up by the employee finishing their regular scheduled shift or taking time off with compensatory time hours.

An employee scheduled to work on a regular scheduled shift will present proof of jury duty and amount of pay received to the employer. The employer will pay the difference in the amount received by the employee as a part of their regular scheduled shift, or the employee can pay the employer the amount received in performing jury duty.

ARTICLE 14

COURT DUTY

Section 14.1. An officer called to court during their shift shall not be paid any overtime or receive any extra benefits other than their regular salary.

Section 14.2. An officer or employee required to appear in any court during a duty day, i.e. a day in which the officer or employee has worked or will work a shift, shall receive compensatory time for the time spent in court at one and one-half (1 1/2) times the actual amount of court time, but in no event shall the officer or employee receive less than two (2) hours of such compensable time off as set forth herein.

Section 14.3. An officer or employee required, and/or subpoenaed, to appear in court in relation to his or her Grinnell Police Department duties on their day off shall receive compensatory time for time spent in court at one and one-half (1 1/2) times the actual amount of court time, but in no event shall said officer receive less than two (2) hours of such compensable time off for said court appearance.

Section 14.4. If the officer or employee is entitled to receive witness fees for their court appearance, said officer or employee shall have option of receiving as compensation for court appearance either compensable time as set forth above, or the witness fees to which they are entitled, but not both. If the officer or employee received witness fees for their court appearance, but elects as compensation for the court appearance

compensable time off as set forth above, said officer or employee shall immediately return or endorse over to the employer the witness fee.

ARTICLE 15

LEAVE OF ABSENCE

Section 15.1. Employees may be eligible for leaves of absence upon authorization of the Chief of Police. No leave of absence so authorized shall be longer than thirty (30) calendar days, except when extensions beyond thirty (30) day period have been approved by both the Employer and the Union.

Section 15.2. Employer and Union recognize and shall comply with the mandates of Section 19A.18 and Section 400.29 of the 2005 Code of Iowa, as amended, and any employee who shall become a candidate for any elective office shall, commencing thirty (30) days prior to date of primary or general election and continuing until person is eliminated as a candidate, or ceases to hold office, either voluntarily or otherwise, automatically receive a leave of absence without pay, and during such period shall perform no duties connected with the office or position held. However, any employee who is a candidate for a non-partisan office not related to their employment, shall not be required to take a leave of absence if such employee refrains from campaigning while on duty as an employee.

Section 15.3. The City of Grinnell agrees to comply with and follow the applicable provisions of the Federal Family and Medical Leave Act.

ARTICLE 16

FUNERAL LEAVE

Section 16.1. Funeral leave allowance for death in the employee's immediate family shall be five (5) days for the funeral of an employee's spouse, child or step-child and three (3) days for the funeral of any other relative in the employee's immediate family.

Section 16.2. The immediate family shall be defined as follows: father, mother, brother, sister, wife, husband, daughter, son, mother-in-law, father-in-law, sister-in-law, brother-in-law, -- grandchild, grandparent and any "step" designation applicable to preceding classifications.

Section 16.3. Employees, with advance approval of the Watch Sergeant or the Chief of Police, may, for maximum period of two (2) hours, attend the funeral of a distant relative or friend without lost pay and may, if participating in a funeral, receive up to one-half (1/2) day of funeral leave without loss of pay. Said periods may be extended in extraordinary circumstances, but only with advance approval of Chief of Police.

ARTICLE 17

SICK LEAVE

Section 17.1. For the purpose of this agreement, sick leave is defined as that leave which may be taken by an employee, after said leave has been earned, in the case of actual personal

illness or injury to the employee or in the case of severe illness to the employee's spouse, child or actual resident of their household if said illness requires the presence of the employee in their home to provide personal care or supervision for that member of their household. A member of the household or actual resident of the household is defined as a dependent or domestic partner. A domestic partnership shall consist of two adults not related by blood closer than permitted under the marriage laws of the state of Iowa who are not married and have declared themselves to be each other's sole domestic partner and are contributing mutually to each other's maintenance and support. An employee is entitled to take a maximum of three (3) sick days per year when leave is required by illness to their spouse, child or member of household as set forth above. When an employee cannot report to work for above reason or reasons, employee shall be responsible for having such facts reported to Employer at least 120 minutes prior to start of the workday. Failure to so report shall result in the denial of sick leave benefits. Further, if requested by Employer, an employee who has taken sick leave shall be required to furnish written proof from their attending physician of the illness or disability causing the employee's absence. The Employer may discipline an employee for abuse of sick leave or for excessive absenteeism.

Section 17.2. Employees shall be eligible to earn sick leave after three (3) months of consecutive service with the Employer, except that employees appointed or hired after the

effective date of this contract shall begin to earn sick leave computed as set forth below as of the date of appointment or hire. The exception to the three (3) month consecutive service requirement is not retroactive for employees hired prior to effective date of this contract.

Section 17.3. Accumulation of sick leave for employees will be one (1) day per full month of employment with an unlimited amount of total accumulation possible.

Section 17.4. When an employee terminates employment or retires with a thirty (30) day notice provided to the Employer and said employee has accumulated unused sick leave, such employee will be paid in total or by two (2) monthly payments, at Employer's option, for unused sick leave up to ninety (90) days. The rate of pay shall be 50% of the normal rate of pay employee is receiving at date of termination. An employee shall also have the, option of using the equivalent amount of sick leave pay as described to pay for continuing health insurance premiums if said employee is eligible for said insurance under COBRA continuation coverage, or until age 65 as set out in the Iowa Code Chapter 509A.13. The City shall not be required to pay for health insurance premiums beyond the time provided under COBRA or Chapter 509 A.13 of the Iowa Code. If the employee dies or reaches the age of 65 before the full amount in the fund has been used for medical insurance premiums, the balance of the fund shall revert to a beneficiary as designated by the employee. Medical insurance payments shall be issued only to the company

that is selected by the City of Grinnell as the Employer's Plan and shall be determined to be the same option (individual or family) as held by the employee on the date of termination of service.

In the event that an employee suffers death in the line of duty by the actual performance of the employee's duties, the employee's beneficiaries shall be paid one hundred percent (100%) of the employee's accrued and unused sick leave, at the employee's current rate of pay.

Section 17.5. When an employee uses sick leave earned, they shall be paid during such sick leave at their regular rate of pay.

Section 17.6. If an employee is unable to work due to an on-duty injury compensable under the disability provisions of Chapter 410 of the 2005 Code of Iowa, as amended, this absence from work shall not count against sick leave earned by employee.

Section 17.7. An employee shall be entitled to take sick leave as set forth herein due to employee's pregnancy.

ARTICLE 18

UNIFORM & REPLACEMENT

Section 18.1. Employer shall provide each officer and designated plain clothes officer basic necessary clothing, uniform and standard equipment. Uniform and standard equipment items will be determined by the City Manager and Police Chief and shall include standardized weapons and leather for Police

Department personnel which carry weapons.

Section 18.2. Employees shall submit a written requisition form for clothing or equipment replacement.

Section 18.3. Clothing and equipment will be replaced due to normal wear and tear as determined by the designated clothing and equipment officer.

ARTICLE 19

INSURANCE BENEFITS

Section 19.1. Under a group medical insurance plan, the employer will pay the cost of medical insurance for individual full time employees. The policy will be selected by the Employer.

Section 19.2. The employee shall have the option of insuring under this plan their family or dependents. If the option is exercised, the employer will pay 70% of the additional cost for the optional family plan.

Section 19.3. If the employee exercises their option for purchase of family insurance under the Employee's group plan, but fails to maintain their share of the premium payment for family coverage, the employer shall not be responsible to pay or cover delinquent amounts and Employer shall not be indemnified and held harmless by the employee for the forfeited family coverage or any consequences.

Section 19.4. If the employee elects not to have family insurance coverage under the Employer's plan, the Employer will pay to that employee an additional wage equal to the optional

family insurance less the employer's contribution to FICA and/or any other mandated retirement benefits. This provision only applies to employees with a hire date effective prior to July 1, 2006. No one hired after July 1, 2006, will be eligible to receive this benefit.

Section 19.5. Under a group life insurance plan, the Employer will pay the cost of \$15,000 of life insurance for the individual full time employee. The policy will be selected by the Employer. Employees will be allowed to purchase additional life insurance coverage under the City's group Contract. Cost of additional life insurance is to be paid by employee and will be deducted from the employee's payroll check.

Section 19.6. Beginning January 1, 1996, the City will make arrangements for the employee contributions to the health insurance program to be calculated on a pre-tax basis as may be allowed by Federal or State law.

ARTICLE 20

HOLIDAYS

Section 20.1. For the purpose of this Article, the Employer and the Union recognize that the unique and constant nature of police work demands the employee's shift schedules cannot be modified or shortened to ensure each employee can take off every holiday that occurs during this year.

Section 20.2. In consideration of the foregoing, all employees, whether or not required by their particular shift

schedules to work on a holiday, shall be entitled to eleven (11) extra days leave of absence at regular pay which shall correspond to the following holidays:

New Year's Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	Employee's birthday
Labor Day	Two (2) Personal Days

Section 20.3. If required to work on a holiday, an employee shall be entitled to a corresponding day of vacation as set forth in the preceding paragraph, but shall be paid at one and one-half (1 1/2) times the regular rate of pay to which they would have been entitled had they not been required to work on a specific holiday. Holiday is defined as the 24 hour period beginning at 12:00 midnight and ending at 12:00 midnight. If an employee is not scheduled to work on a holiday but is called in to work on the holiday, the employee will be paid at a rate of two (2) times the regular rate of pay.

Section 20.4. By way of illustration, but not limitation, if employee X's scheduling work out so that they are not scheduled to work on New Year's Day, they shall be entitled to take one day off corresponding to New Year's Day and be paid during that day off at their regular rate of pay; however, if employee Y is required to work on New Year's Day they, too, will be entitled to one corresponding day off, but will be paid at one and one-half (1 1/2) times their regular rate of pay for having

worked on New Year's Day itself. If during the course of a calendar year an employee is required to actually work on six (6) of the eleven (11) holidays set forth above, said employee shall receive eleven (11) days off, six (6) of which shall be paid at one and one-half (1 1/2) times employee's regular rate of pay and five (5) of which will be paid at employee's regular rate of pay.

As further clarification of this policy, it is understood each employee is entitled to holiday credit and compensation as set forth above even though a recognized holiday falls within a vacation being taken by the employee. However, any employee who is not required to work on a recognized Holiday must actually work their last scheduled work day just prior to and the first scheduled work day immediately following said Holiday in order to receive the Holiday pay for that day unless the employee is on approved leave.

ARTICLE 21

VACATIONS

Section 21.1. All eligible employees shall be granted an annual paid vacation for the period specified below, based on the following service requirements:

Service Requirement Vacation Period

After one (1) calendar year	Five (5) work days
After two (2) consecutive calendar years	Ten (10) work days
After seven (7) consecutive calendar years	Fifteen (15) work days
After fifteen (15) consecutive calendar years	Twenty (20) work days

Section 21.2. An employee is not eligible for paid vacation until they have completed twelve (12) consecutive calendar months of service. Thereafter an employee will not accrue additional vacation until they have completed an additional twelve (12) consecutive calendar months of service. Employees shall not accrue vacation leave for any pay period during which they were laid off or other leaves of absence without pay unless otherwise agreed by the Employer.

Section 21.3. The rate of vacation pay shall be employee's regular rate of pay as defined in Article XXVII (Wages) in effect for the employee's classification on the work day immediately preceding the employee's vacation.

Section 21.4. Vacation periods are to be granted and scheduled by Chief of Police, taking into consideration the department's work load, the employee's request, and the seniority of the employee. All employees shall provide Chief of Police with thirty (30) days advance notice of dates on which employees desire to take their vacation.

Section 21.5. Vacation time must be taken within a twelve (12) month period after the completion of service year in which it is earned. Vacation time not used by the employee within this period is lost unless the Employer approves a carryover to improve the efficiency of operation of the Department.

Section 21.6. No employee shall be entitled to vacation pay in lieu of vacation except upon leaving employment of the City as set forth in paragraph 7 below.

Section 21.7. An employee who quits or is laid off is entitled to (1) vacation pay for vacations earned, but not used, and (2) accrued vacation pay prorated for the year in which employee quits or is laid off if the employee gives the Employer thirty (30) days written notice prior to his date of termination.

Section 21.8. Employees who are discharged, dismissed following an absence without leave, or otherwise terminated for cause, shall receive a prorated vacation pay for accumulated vacation pay after the first year of employment. Those dismissed during the first year of employment shall be denied prorated vacation pay.

ARTICLE 22

EDUCATION & TRAINING

Section 22.1. Employees required by Employer to attend training or educational classes or schools on off-duty or on-duty hours shall be compensated for time spent in class. Employer shall reimburse the employee for any tuition or books required by said class or school if the employee completes or passes said class or course.

Section 22.2. Time spent by the employee while attending the Iowa Law Enforcement Academy even in excess of regular working hours is not compensable as set forth herein.

It is the intent of the City of Grinnell to comply with Chapter 8 of the Administrative Code of Iowa as it pertains to Mandatory In-Service Training Requirements.

Section 22.3. If an employee voluntarily participates in an accredited college course directly related to the employee's job and beneficial to the City, as determined and approved by the City Manager, the employee will be reimbursed for tuition as follows:

65% for an "A" grade

55% for a "B" grade

No reimbursement will be paid for a "C" grade or less or an incomplete. No employee will be entitled to reimbursement in excess of \$500.00 for any one calendar year. The total reimbursement paid by the City under this section shall not exceed \$3,000.00 in any one calendar year.

In order to be eligible for tuition reimbursement, the individual course must be pre-approved by the City Manager in writing. The decision of the City Manager is final and is not grievable. The City will reimburse tuition costs to a maximum of the present tuition cost for a credit hour at the University of Iowa.

ARTICLE 23

TRAVEL EXPENSES

Section 23.1. An employee who is assigned to duty necessitating travel outside of Grinnell shall be reimbursed for those reasonable lodging expenses in accordance with the City of Grinnell personnel policy. In order to be eligible to receive reimbursement for those reasonable expenses the employee must

obtain the prior approval of the Chief, or his designee, and submit proper receipts and documentation of the expenses. Employees who are required to furnish the employee's personal vehicle will be paid the approved rate set by the Internal Revenue Service per mile for all mileage incurred by the employee.

Section 23.2. Reimbursement shall only be given when employee can produce receipts for meals and lodging and said reimbursement shall be subject to approval by the Chief of Police or a Watch Sergeant.

Section 23.3. Where an employee has completed out of town assignment and is able to reasonably return home without missing a meal or a night's lodging they shall be expected to return home and shall not be reimbursed for such unnecessary meals or lodging.

ARTICLE 24

OVERTIME

Section 24.1. An employee is entitled to compensatory time or pay at one and one-half (1 1/2) times each hour of actual work, computed to the nearest one-half (1/2) hour, for the employee in excess of their regular work schedule. Accumulation to a total number of hours equal to three normal work days of compensatory time and Court time, compensated as specified in Article XIII, shall contribute to the accumulation of compensatory time or overtime. Once the total number of hours

e'quals three normal work days, any work in excess of the regular work schedule shall be paid for at the rate of time and one-half (1 1/2) the employee's straight time hourly rate.

Section 24.2. Employee may request compensatory time and such time must be given within a reasonable amount of time so long as it does not unduly disrupt Employers operations.

Section 24.3. Due to regularly scheduled rotation of shifts, it is understood an employee rotating or changing shifts may be required to work two shifts in one twenty-four (24) hour period. The second shift in said twenty-four (24) hour period is not compensable as overtime when due to regular shift rotation.

ARTICLE 25

SPECIAL SALARY

Section 25.1. When necessary, the duties of Officer in Charge will be assigned by the supervisor, at the supervisor's discretion, to the most qualified officer. If the qualifications are equal among two officers, the most senior officer on the shift will be appointed. In no event will an officer with less than three (3) years experience as a police officer be appointed Officer in Charge. When an employee assumes duties of a higher ranking officer for two (2) consecutive working days, said employee shall be entitled to additional compensation of \$1.00 per hour as of the date they assume those duties. If an employee takes vacation, funeral, sick holiday, or other leave during which they are entitled to receive a wage, the wage they receive

shall be at their regular rate of pay. A working day is defined as a full regularly scheduled shift.

ARTICLE 26

UTILITY BENEFIT

Section 26.1. The Employer shall pay to the employee an amount equal to seventy-five percent (75%) of the quarterly bill for water, sewer and garbage service to each employee within the Unit, provided that said employee resides in a house or apartment which is connected to a city water main and is billed for the service. No allowance will be made if employee resides in a unit or dwelling which does not receive these services or if the employee pays for the services in the form of rent or by other arrangements. If an employee, however, allows the balance of the utility bill to become delinquent, such delinquency shall be grounds for denial of this benefit to the employee. Likewise, if it becomes apparent that this benefit must be discontinued due to any illegality, in the operation thereof said benefit shall be discontinued immediately; the Employer will so inform the Union and the Union shall not make such discontinuance based on illegality a basis for a grievance.

ARTICLE 27

WAGES

Section 27.1. The basic wage rate for each employee represented by the Union is as follows:

	1st year	2-3 years	4-6 years	7-9 years	10+years
Effective					
July 1, 2006:	\$ 16.15	\$ 16.46	\$ 17.60	\$18.51	\$ 19.56
(3.25%)					
Effective					
July 1, 2006:	\$ 16.67	\$ 16.99	\$ 18.17	\$ 19.11	\$ 20.20
(3.25%)					

A police officer hired by the City of Grinnell, who has previous experience as a police officer in another public safety department, will be given half credit for each full year of service as a certified police officer employed with a public safety department for the purpose of determining the wage rate in which to place the officer.

Section 27.2. Add 1.50% to base wage for Reserve Liaison Officer (RLO). Officers serving less than one year (0-1 year step) may be assigned duties of RLO, but not eligible for 1.50% base pay increase until one (1) year continuous employment.

Section 27.3. The City will assign one officer, based on qualifications, to assist and handle cases involving specialized investigative skills for which the officer is trained to do, as assigned by management. In the event the City assigns one officer to serve on the Regional Drug Task Force, the officer assigned by management will have two percent (2%) added to the officer's base wage. This officer will also be expected to assist with department investigations as necessary. The officer assigned to assist with investigations will have two percent (2%) added to the officer's base wage. There will be no additional

pay for any other officers performing investigative duties, except the two officers assigned as set forth above.

Section 27.4. In the event an FT0 Program is implemented, the Field Training Officers will receive two hour's pay per week, while performing FT0 Duties.

Section 27.5. Longevity Pay

Longevity pay will be paid on the first regular pay period following the employee's anniversary date, in the following amounts:

Longevity	Amount
After completion of 5 years of service	\$.15 per hour increase
After completion of 10 years of service	\$.25 per hour increase
After completion of 15 years of service	\$.35 per hour increase

ARTICLE 28

SEPARABILITY AND SAVINGS CLAUSE

Section 28.1. It is the sense and intention of the parties hereto that all provisions of this Agreement shall comply with all applicable statutes or authority or restriction on authority granted Employer and any ordinances, rules, and regulations made in compliance with such statutes.

Section 28.2. In the event any provision of the Agreement shall at any time be declared invalid by a court of competent jurisdiction or found to be in conflict with any statute, ordinance, or rule or regulation made in compliance with such statute, such decision or conflict shall not invalidate the

entire Agreement, it being the expressed intention of the parties all other provisions of this Agreement shall remain in full force and effect.

Section 28.3. In the event any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiation to modify such provision to comply with such decision.

ARTICLE 29

NON-DISCRIMINATION

Section 29.1. Employer and Union agree not to discriminate against any individual with respect to hiring, compensation, promotion, terms or conditions of employment because of such individual's race, creed, color, sex, national origin, ancestry, or religion; nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of the above provisions, providing individual is qualified for particular position involved.

Section 29.2. Whenever any violation of this article is alleged, Employer and Union agree the resolution of the alleged violation shall be pursued initially by the aggrieved party as provided by state and federal law, however, this does not preclude any individual from seeking the Union as legal representative in these matters.

ARTICLE 30

GRIEVANCE PROCEDURE

Section 30.1. It is mutually agreed all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between Employer and employee Union. All formal grievances must be filed within seven (7) days of alleged infractions.

Section 30.2. The following provisions are agreed upon in relation to the grievance procedure:

a. Should any grievance, dispute or complaint arise over interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle same promptly as shown in this Article.

b. Rights of individuals set forth in this grievance procedure are agreed upon in consideration the decision rendered under this grievance procedure shall be final and there shall be no refusal to perform any specific duty not in violation of state law, pending processing of a grievance.

c. Time limits set forth below may be extended, at any step of the grievance procedure, upon agreement of both parties, provided the request for an extension is made before the expiration of the original time limit, otherwise, time limits shall be strictly adhered to by both parties.

d. Saturdays, Sundays, or holidays shall not be counted in

determining the number of days in any interval mentioned in this Article.

e. Grievances alleging contract violations of a general nature, involving more than one individual, may be presented at Step 2 of this procedure.

f. The phrase "Immediate Supervisor or their designated representative" shall be defined for the purpose of this Article as a Watch Sergeant.

Section 30.3. Grievances coming within the terms of this Agreement shall be promptly handled in the following manner:

Informal:

Employee shall discuss a complaint or problem orally with their immediate supervisor or their designated representative within twenty-four (24) hours following its occurrence in an effort to resolve problem in an informal manner.

Formal:

Step 1. If oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or Union shall present a grievance in writing to a Watch Sergeant within six (6) working days following oral discussion. The grievances must set forth nature of grievance and contract provision involved. Within five (5) days after presentation of the written grievance, Employer will answer grievance in writing.

Step 2. If Employer's answer in Step 1 fails to resolve grievance, the Union and/or aggrieved employee shall refer grievance to Police Chief within six (6) days of receipt of Step

1 answer. Police Chief shall answer grievance in writing within five (5) days.

Step 3. If Employer's answer in Step 2 fails to resolve grievance, Union and/or aggrieved employee shall refer grievance to City Manager within six (6) days of receipt of Step 2 answer. Following a meeting with aggrieved employee and/or Union and City Manager or their designated representative, City Manager or their designee shall answer grievance in writing within five (5) days.

Step 4. Any grievance not settled in Step 3 of grievance procedure may be referred to arbitration, provided referral to arbitration is in writing to the other party and is made within six (6) working days after date of City Manager's answer given in Step 3.

Section 30.4. It is expressly agreed and understood no employee or Union shall have the right to compel arbitration of a grievance without written consent of employee or Union. An aggrieved employee may elect not to have a Union representative present at grievance meeting(s).

A grievance may be submitted to arbitration in one of the following manners:

1. For grievances on matters of suspension or discharge the Civil Service Commission shall be arbitrator.

2. For grievances on matters covered in this contract, other than suspension or discharge, the following applies:

- a. Union and Employer shall endeavor to agree upon an arbitrator. If no agreement is reached within five (5) days,

then:

b. The Union may request the Public Employment Relations Board to submit a list of five (5) grievance arbitrators from which one (1) is to be mutually selected within five (5) days after receiving the list.

c. If the parties are unable to agree upon one of the individuals listed, parties shall alternately strike names from the list until one remains. The party requesting arbitration shall strike the first name.

d. The Public Employment Relations Board shall be notified and requested to appoint the agreed upon arbitrator, or, in the absence of agreement the individual whose name remains on the list, to hear the case.

Section 30.5. The arbitrator shall be advised of the limitation placed on their authority by statute and by this Agreement and their final decision is expected within thirty (30) days after the hearing date. The agreed upon limitations are:

a. The decision of the arbitrator shall be final and binding upon all parties to this Agreement and any employee involved in the dispute. Any award resulting from the arbitrator's decision shall not be retroactive beyond the date on which the grievance occurred.

b. The arbitrator shall be limited to interpreting the Agreement and applying it to the particular case presented to them; they shall have no authority to add to, subtract from, disregard or in any way modify the terms of this Agreement or any

agreement made supplementary thereto.

The expenses and fees of the arbitrator and such other expenses as are mutually agreed to in advance shall be born equally by the parties. Each party shall pay their own costs of presentation and costs of their witnesses or cost of securing a deposition from witnesses.

ARTICLE 31

RESIDENCE

Each employee must reside no greater than eleven (11) miles from the Public Safety Building, as measured from the Public Safety Building to the employee's property line.

ARTICLE 32

MAINTENANCE OF STANDARDS

Section 31.1. It is agreed by the Public Employer that all conditions and standards in existence which are beneficial to employees in the bargaining unit as of the date of entering into this Agreement with regard to negotiable items under Section 20.9 of the 2005 Code of Iowa, specifically in relation to wages, hours, vacations, insurance, holidays, leaves of absence, shift differentials, overtime compensation, supplemental pay, seniority, transfer procedures, job classifications, health and safety matters, evaluation procedures, dues check-off, and other matters, which the parties have mutually agreed upon, shall be maintained at no less than the standards in effect as of the date of entry into this Agreement.

ARTICLE 33

CONTRACT PERIOD

Section 32.1. This contract shall be in full force and effect as of July 1, 2006 and shall continue to be binding upon the Employer, the Union and the employees covered by this Agreement through June 30, 2008.

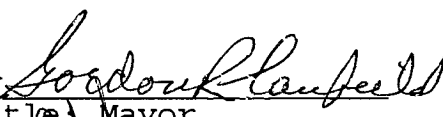
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on this 23rd day of March, 2006, at Grinnell, Iowa.

CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL UNION NO. 238, Affiliated with
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

By 
Title: Secretary-Treasurer

By 
Title: Business Representative

CITY OF GRINNELL, IOWA

By 
Title: Mayor

By 
Title: City Clerk